COVENANTS—BUILDING RESTRICTIONS — RIGHT TO BENEFIT. — Complainant and defendant were owners of adjoining lots platted and sold with restrictions in the deed of each grantee. The restrictions were to the effect that dwellings built on lots should have at least six rooms and be placed twenty-four feet from the street line. Defendant, who took without notice that the restrictions were imposed for the benefit of other lots, built a combined business and dwelling block up to the sidewalk. In an action to enforce observance of the restrictions, *held,* complainant not entitled to the benefit of the restrictions, and defendant's building did not amount to a violation thereof. *Kiley* v. *Hall,* (Ohio, 1917), 117 N. E. 359.

In an action to enforce building restrictions, it is important to show, not only that the defendant is bound thereby, but also that the plaintiff is entitled to sue. Whether the restrictions are for the benefit of the vendor, or are meant by him and understood by the purchasers to be for the common advantage of them, is a question of fact, JOLLY, RESTRICTIVE COVENANTS AFFECTING LAND, p. 57. Knowledge of the effect of the restrictions may be important in deciding whether one party is bound and the other has the right to sue, *Renals* v. *Cowlishaw,* 9 Ch. Div. 125; 11 Ch. Div. 866. The knowledge or notice to the parties may be actual and found in the immediate deed in express terms of mutuality, *Henderson* v. *Champion,* 83 N. J. Eq. 554. If it settled that the restriction was for the benefit of a particular piece of land, then, although there is no mention of the restriction in the immediate deed, the right to assert such benefit may pass by a conveyance of the land and "appurtenances", *Hartt* v. *Rueter,* 223 Mass. 207. The same result should be reached without the word "appurtenances". The intention of the vendor that the restrictions were for the benefit of the several grantees may be inferred from statements made at a public auction, *Nottingham Patent Brick & Tile Co.* v. *Butler,* 16 Q. B. D. 778, JOLLY, RESTRICTIVE COVENANTS AFFECTING LAND, p. 57. The most common method of imposing building restrictions upon the land for the benefit of subsequent purchasers is by a general building scheme, *Wiegman* v. *Kusel,* 270 Ill. 520. The proof of the general plan must, however, be clear. Contiguous lots conveyed with various restrictions and some without restrictions may defeat proof of a general plan. *St. Patrick's Religious &c. Ass'n.* v. *Hale,* (Mass. 1917), 116 N. E. 407. It must be clear either from the language of the deeds or from circumstances that there is a general plan, *Dana* v. *Wentworth,* 111 Mass. 291. If the general plan becomes abortive, it is a circumstance tending to show that the restriction was not intended for the benefit of the other lots, *Coughlin* v. *Barker,* 46 Mo. App. 54, 66. If the restrictions on the platted land are in the chain of title of both complainant and defendant, complainant is entitled to enforce the restrictions, *Hartwig et al.* v. *Grace Hospital,* (Mich. 1917), 165 N. W. 827. The better view, however, is the contrary one. See 14 MICH. L. REV. 685.

DEDICATION—ACCEPTANCE—WHAT CONSTITUTES.—P sued under a Street Closing Act to recover compensation for the closing of a street which he claimed had been dedicated to the public, an acceptance of said street being